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23 INGUK SEO

24 **UNITED STATES DISTRICT COURT**

25 **CENTRAL DISTRICT OF CALIFORNIA**

26 SPECULATIVE PRODUCT DESIGN,
27 INC., dba SPECK PRODUCTS, a
28 California Corporation,

Plaintiff,

vs.

INGUK SEO, an Individual, and Does 1-
10, Inclusive,

Case No.: CV11-01603 PSG (SSx)

**~~[PROPOSED]~~ FINAL
JUDGMENT, INCLUDING
PERMANENT INJUNCTION,
AGAINST DEFENDANT INGUK
SEO**

1 Defendants.

2
3 The Court, pursuant to the Stipulation For Entry of Final Judgment,
4 Including Permanent Injunction ("Stipulation"), between Plaintiff SPECULATIVE
5 PRODUCT DESIGN, INC., dba SPECK PRODUCTS ("Plaintiff"), on the one
6 hand, and Defendant INGUK SEO ("Defendant"), on the other hand, hereby
7 ORDERS, ADJUDICATES and DECREES that final judgment, including
8 permanent injunction, shall be and hereby is entered on the Complaint in the
9 above-referenced matter as follows:

10 1. **PERMANENT INJUNCTION.** Defendant and any person or entity
11 acting in concert with, or at the direction of him, including any and all agents,
12 servants, employees, partners, assignees, distributors, suppliers, resellers and any
13 others over which he may exercise control, are hereby restrained and enjoined,
14 pursuant to 15 U.S.C. §1116, from engaging in, directly or indirectly, or
15 authorizing or assisting any third party to engage in, any of the following activities
16 in the United States and throughout the world:

17 a. copying, manufacturing, importing, exporting, marketing,
18 selling, offering for sale, distributing or dealing in any product or service that uses,
19 or otherwise making any use of, any Plaintiff's Speck® and Candyshell®
20 trademarks, and/or any intellectual property that is confusingly or substantially
21 similar to, or that constitutes a colorable imitation of, any of Plaintiff's Speck®
22 and Candyshell® trademarks, whether such use is as, on, in or in connection with
23 any trademark, service mark, trade name, logo, design, Internet use, website,
24 domain name, metatags, advertising, promotions, solicitations, commercial
25 exploitation, television, web-based or any other program, or any product or service,
26 or otherwise;

27 b. performing or allowing others employed by or representing him,
28 or under his control, to perform any act or thing which is likely to injure Plaintiff,

1 any Plaintiff's Speck® and CandysheIl® trademarks, and/or Plaintiff's business
2 reputation or goodwill;

3 c. engaging in any acts of federal and/or state trademark
4 infringement, false designation of origin, unfair competition, dilution, or other act
5 which would tend damage or injure Plaintiff; and/or

6 d. using any Internet domain name or website that includes any
7 Plaintiff's trademarks, including the Speck® and CandysheIl® marks.

8 2. Defendant is ordered to deliver immediately for destruction all
9 allegedly unauthorized products, including counterfeit Speck® and CandysheIl®
10 products and related products, labels, signs, prints, packages, wrappers, receptacles
11 and advertisements relating thereto in his possession or under his control bearing
12 any of Plaintiff's intellectual property or any simulation, reproduction, counterfeit,
13 copy or colorable imitations thereof, and all plates, molds, heat transfers, screens,
14 matrices and other means of making the same, to the extent that any of these items
15 are in Defendant's possession.

16 3. This Final Judgment shall be deemed to have been served upon
17 Defendant at the time of its execution by the Court.

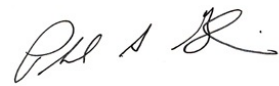
18 4. The Court finds there is no just reason for delay in entering this
19 Permanent Injunction and, pursuant to Rule 54(a) of the *Federal Rules of Civil*
20 *Procedure*, the Court directs immediate entry of this Permanent Injunction against
21 Defendant.

22 5. **NO APPEALS AND CONTINUING JURISDICTION.** No
23 appeals shall be taken from this Final Judgment, Including Permanent Injunction,
24 and the parties waive all rights to appeal. This Court expressly retains jurisdiction
25 over this matter to enforce any violation of the terms of this Final Judgment,
26 Including Permanent Injunction, and the Permanent Injunction herein.

27 6. **NO FEES AND COSTS.** Each party shall bear its own attorneys'
28 fees and costs incurred in this matter.

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IT IS SO ORDERED, ADJUDICATED and DECREED this 18th day of
May, 2011.



HON. PHILIP S. GUTIERREZ
United States District Judge for the Central
District of California